groupemutuel

General Terms and Conditions for Collective Accident Insurance (CGA) Supplemental Accident Insurance (supplementing LAA/UVG coverage)

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A. Scope of insurance

Art. 1 Bases for the insurance contract

1. The insurance proposal, these General Terms and Conditions, the insurance policy and the relevant annexes constitute the bases of the insurance contract.
2. The insurance contract is subject to the Federal Law of 2 April 1908 on Insurance Contracts (LCA/VVG) which regulates all aspects not covered by the aforesaid bases.
3. The contract is also governed by the Law on Data Protection, which the Insurer duly observes when processing data.

Art. 2 Insured persons

1. All persons belonging to one of the insured groups indicated on the policy are insured provided they are subject to LAA/UVG compulsory accident insurance for the activity covered under the present contract.
2. Age limit
   Are eligible for coverage under paragraphs a. and b. all persons over age 15 who have not yet reached the AVS/AHV retirement age.
3. Part-time employees
   Part-time employees who, because of their degree of employment with the insured company, only have compulsory accident insurance coverage for occupational accidents and illnesses will also only be covered for occupational accidents and illnesses under this supplemental insurance. For those persons, accidents occurring on their way to work shall be deemed occupational accidents.

Art. 3 Purpose of insurance

1. The insurance covers occupational and non occupational accidents and occupational illnesses in accordance with the terms of the insurance policy, within the meaning of the Federal Law on compulsory accident insurance (hereafter LAA/UVG).

2. Coverage is excluded for:
   - deliberate damages;
   - accidents caused by the insured while deliberately committing a crime or punishable offence (including accidents under the influence of alcohol);
   - accidents during earthquakes;
   - the consequences of events of war:
     - in Switzerland or Liechtenstein;
     - abroad, unless the events catch the insured by surprise in the country where he is staying and provided the accident occurs no more than 14 days after the start of such events;
   - suicide and self-inflicted injuries, or attempted suicide and attempted self-inflicted injuries;
   - accidents during military service abroad;
   - participation in acts of war, terrorism or organised crime;
   - participation in brawls and fights, unless the insured was injured (by participants in the brawl or fight) as a bystander or while attempting to assist a helpless person;
   - damages caused by ionising rays of any kind. This exclusion does not apply to conditions caused by radiation treatments prescribed by a doctor in connection with an insured event.

Art. 4 Definitions

1. Occupational Accident
   Occupational accident means an accident, within the meaning of the Federal Law on compulsory accident insurance (LAA/UVG), incurred by an insured person in the scope of his gainful activity. All other accident are considered non occupational accidents.
2. Occupational illness
   Occupational illness is an illness within the meaning of the LAA/UVG; an occupational illness is equated with an occupational accident from the day the employee is taken ill, or from the first time he requires medical treatment or from the day he is unable to work.

Art. 5 Start and end of insurance coverage

1. Coverage starts at the earliest on the date indicated on the policy and stops at the latest on the policy expiry date.
2. Coverage starts for each employee on the day he starts work, or should have started work, under his employment contract, and in any event from the moment he sets off to work.
3. For each insured, coverage ends on the day before he starts, or should have started, work with another employer. Relapses during the five years following the occurrence of the insured accident under this contract are covered provided they fall within the scope of LAA/UVG.
4. Coverage ceases on the day before the insured starts work with another employer, when he applies for unemployment benefits, but at the latest at the end of the 30th day following termination of the employee's entitlement to at least half a salary. For part-time employees who are only insured for occupational accidents and illnesses, the insurance coverage shall expire on the last day of work. Coverage also ceases if the insured becomes unemployed or interrupts work without pay, whether coverage is based on salary or on an agreed amount.
5. Benefits are payable only if the accident, bodily injury or last exposure to danger before the occupational illness was declared occurred during the validity of the collective insurance contract.

Art. 6 Transfer to individual coverage

1. If the employment contract with the policyholder is terminated, or if the policy is terminated, the insured may, with-in 30 days, ask to be transferred to individual coverage provided he is domiciled in Switzerland or Liechtenstein. His coverage will then continue as supplemental cover-age or independent accident coverage. Only the previously covered insurance benefits may be insured.
2. Coverage will continue in accordance with the tariffs and terms and conditions for individual coverage in effect when the transfer was made. The insured's age when he joined the collective insurance is conclusive.

Art. 7 Territorial validity

The coverage is valid world-wide.

Art. 8 Reduction of benefits for gross negligence, extraordinary dangers and hazardous activities

The Insurer agrees not to reduce benefits for accidents insured under this contract which are due to gross negligence, extraordinary dangers or hazardous activities within the meaning of the accident insurance legislation (LAA/UVG). Article 3(2) of these General Terms and Conditions is reserved.

B. Benefits

Art. 9 Treatment costs (health care benefits and reimbursement of costs)

a. Supplemental accident insurance (supplementing LAA/UVG)

If treatment costs are insured, the Insurer will pay, for the relevant coverage and for a period not exceeding five years from the date of the accident, the difference between the benefits payable by the LAA/UVG insurer and the benefits listed below (LAA/UVG Supplemental accident insurance).

Treatment must be carried out by recognised practitioners within the meaning of the LAA/UVG:

1. **Medical treatment**
   Treatment costs including drugs and tests.
2. **Hospitalisation**
   For the insurance class stated in the insurance policy, the cost of treatment, room and board in a Swiss hospital facility recognised by the Insurer
3. **Convalescence and other cures**
   Prescribed treatment in a cure centre or convalescence facility. Additional costs for room and board up to CHF 200.– per day, for a maximum of 30 days per stay, up to maximum 120 days for the same accident are payable supplementally to those paid by the LAA/UVG insurer.
4. **Alternative medicine**
   The cost of the following therapies provided they are administered by a qualified Swiss doctor or a natural therapy practitioner recognised by the Insurer.
   List of therapies:
   Naturopathy
   Acupuncture, aromatherapy, auriculotherapy, bioresonance, biotherapy, chromotherapy, nutritional counselling, electroacupuncture, geobiology, herbal medicine, homeopathy, iridology, colonic hydrotherapy, laser therapy, magnetic field therapy, magnetotherapy, moratherapy, oxygenotherapy, phytotherapy, sympathicotherapy, cupping.
   Manipulation techniques
   Acupressure, lymphasizing, etiopathy, eurythmy, myofascial release therapy, postural integration, kinesiology, massage therapies, anthroposophic medicine, mesotherapy, metamorphosis, ortho bionomy, osteopathy, polarity, energy balancing, reflexology, reiki, rolfing, shiatsu, trager, autogenic training.
   Psychotherapy
   Bio-energetics, rebirthing, sophrology, Tomatis method.
   Voluntary changes in therapy or practitioner during treatment are subject to the Insurer's prior consent.
5. **Deduction for maintenance**
   Reimbursement of the LAA/UVG insurer's deduction for maintenance during hospitalisation.
6. **Medical aids and appliances**
   The costs of the first acquisition of appliances which are designed to compensate a physical injury, or the impairment or loss of a function (prosthesis, spectacles, hearing devices and orthopaedic auxiliary appliances). The repair or replacement cost (new value) of aids and devices designed to physically or functionally replace a body part provided such aids or devices were damaged or destroyed during an insured accident which caused the insured a physical injury necessitating treatment.
7. **Home care**
   Medically prescribed home care is reimbursed for the duration of the treatment if it is provided by qualified nurses and supplementally to the portion of costs covered under the LAA/UVG insurance.
8. **Home help**
   If an insured has a certified incapacity for work of at least 50%, he shall be entitled to a daily allowance of CHF 50.– per day for no more than 120 days per accident. Persons cohabiting with the victim are not entitled to compensation.
9. **Transport costs**
   The cost of transporting the insured to the place of treatment will be reimbursed for the duration of the treatment. If justified on medical or technical grounds, air transport costs will be reimbursed.
10. **Body transport costs**
    The cost of transporting the body to the place of burial is reimbursed if the insured died as a result of an insured accident.
11. **Search operations**
    Necessary costs up to CHF 20,000.– per insured.

b. Third-party services

1. If treatment costs under (a) are payable by the federal disability insurance or any other social insurance, the Insurer shall pay supplemental benefits up to the total cost of treatment.
2. If treatment costs are covered by several insurance contracts taken out with recognised insurers, the aggregate benefits may not exceed the actual total costs resulting from the accident. The Insurer is only liable proportionately to the ratio that the benefits insured by it bears to the total benefits insured by all insurers.
3. Upon the occurrence of an insured event, the Insurer is subrogated, within the limits of the benefits provided by it, to the rights of the insured and his survivors against any third party liable for the event.

Art. 10 Daily allowance

a. Entitlement

1. If treatment costs under (a) are payable by the federal disability insurance or any other social insurance, the Insurer shall pay supplemental benefits up to the total cost of treatment.
2. If treatment costs are covered by several insurance contracts taken out with recognised insurers, the aggregate benefits may not exceed the actual total costs resulting from the accident. The Insurer is only liable proportionately to the ratio that the benefits insured by it bears to the total benefits insured by all insurers.
3. Upon the occurrence of an insured event, the Insurer is subrogated, within the limits of the benefits provided by it, to the rights of the insured and his survivors against any third party liable for the event.

b. Duration of benefits

A daily allowance will be paid for maximum 5 years running from the date of the accident but at the latest until a disability pension is paid in accordance with Article 11 of these General Terms and Conditions.

d. Partial incapacity for work

In case of a partial incapacity for work, the Insurer will pay a daily allowance reduced pro rata the degree of incapacity for work for the duration specified in the preceding clause. In calculating the waiting period and the duration of benefits, each day of partial incapacity for work counts as a full day.

e. Third-party services

If the insured is also entitled to benefits from the federal disability insurance or any other social insurance, the Insurer shall pay supplemental benefits up to the insured's actual loss of earnings. The Insurer shall pay no more than the stated daily allowance.

Upon occurrence of an insured event, the Insurer is subrogated, within the limits of the benefits provided by it, to the rights of the insured and his survivors against any third party liable for the event.

If the daily allowance is covered by several insurance contracts taken out with recognised insurers, the insured shall only be compensated once for his total loss of earnings. The Insurer is liable proportionately to the ratio that the benefits insured by it bears to the total benefits insured by all insurers.

Art. 11 Disability

a. Types of benefits

In accordance with the chosen coverage, the Insurer shall pay:

- a lump-sum disability benefit independent of the insured's age (constant lump-sum capital benefits in accordance with point (b)(3) below); and/or
- the cost of plastic surgery (in accordance with (c) below); and/or
- the cost of professional retraining (in accordance with (d) below).

b. Lump-sum benefits

1. Entitlement to benefits

A lump-sum disability benefit will be paid as soon as the disability is recognised as being permanent.

2. Degree of disability

The degree of disability is set in accordance with the scale of impairment in Annexe 3 of the Ordinance on Accident Insurance (OLAA/UVV) and in accordance with SUVA's tables.

In case of a partial functional disability, the percentage is reduced proportionally.

If the degree of disability cannot be established in accordance with the above rules, it will be set by analogy taking into account the seriousness of the impairment based on the medical report. If several organs or parts of the body are affected by the same accident, the relevant percentages will be weighted. Notwithstanding, the degree of disability cannot exceed 100%.

3. Constant lump-sum capital benefits

Calculation of lump-sum capital

- The lump-sum capital in case of disability is calculated based on the degree of disability, the agreed insured sum and the chosen progression.

If the insured was already disabled before the accident, the lump-sum capital payable by the Insurer is proportionate to the disability directly caused by the accident.

Progression

- In the case of progressive disability insurance, the disability lump-sum capital is calculated in function of the degree of disability and the chosen progression in accordance with the following table:

Benefit in % of insured sum

Disability level in %	Compensation according to variants no progression	A	B
100	**100**	**225**	**350**
99	99	222	345
98	98	219	340
97	97	216	335
96	96	213	330
95	**95**	**210**	**325**
94	94	207	320
93	93	204	315
92	92	201	310
91	91	198	305
90	**90**	**195**	**300**
89	89	192	295
88	88	189	290
87	87	186	285
86	86	183	280
85	**85**	**180**	**275**
84	84	177	270
83	83	174	265
82	82	171	260
81	81	168	255
80	**80**	**165**	**250**
79	79	162	245
78	78	159	240
77	77	156	235
76	76	153	230
75	**75**	**150**	**225**
74	74	147	220
73	73	144	215
72	72	141	210
71	71	138	205
70	**70**	**135**	**200**
69	69	132	195
68	68	129	190
67	67	126	185
66	66	123	180
65	**65**	**120**	**175**
64	64	117	170
63	63	114	165
62	62	111	160
61	61	108	155
60	**60**	**105**	**150**
59	59	102	145
58	58	99	140
57	57	96	135
56	56	93	130

Benefit in % of insured sum

Disability level in %	Compensation according to variants no progression	A	B
55	**55**	**90**	**125**
54	54	87	120
53	53	84	115
52	52	81	110
51	51	78	105
50	**50**	**75**	**100**
49	49	73	97
48	48	71	94
47	47	69	91
46	46	67	88
45	**45**	**65**	**85**
44	44	63	82
43	43	61	79
42	42	59	76
41	41	57	73
40	**40**	**55**	**70**
39	39	53	67
38	38	51	64
37	37	49	61
36	36	47	58
35	**35**	**45**	**55**
34	34	43	52
33	33	41	49
32	32	39	46
31	31	37	43
30	**30**	**35**	**40**
29	29	33	37
28	28	31	34
27	27	29	31
26	26	27	28
25	**25**	**25**	**25**
24	24	24	24
23	23	23	23
22	22	22	22
21	21	21	21
20	**20**	**20**	**20**
19	19	19	19
18	18	18	18
17	17	17	17
16	16	16	16
15	**15**	**15**	**15**
14	14	14	14
13	13	13	13
12	12	12	12
11	11	11	11
10	**10**	**10**	**10**
9	9	9	9
8	8	8	8
7	7	7	7
6	6	6	6
5	**5**	**5**	**5**

c. Aesthetic damages

If in the accident the insured suffered serious permanent disfigurement (aesthetic damage) which does not qualify for a lump-sum disability benefit under point (b) above but nevertheless constitutes a psychological prejudice which is certain to jeopardise his economic future or social status, the Insurer shall pay an indemnity equal to:

- 10% of the insured sum stipulated in the policy if the insured's face is mutilated;
- 5% of the insured sum stipulated in the policy if other usually visible parts of the body are mutilated.

The indemnity for such damages shall not exceed CHF 20,000.–.

d. Cost of professional retraining

If, as a result of the same accident, the insured has to be retrained for another profession, the Insurer shall be liable, in addition to the benefits under points (b) and (c), for reasonable costs not covered by other insurers; such costs may not exceed CHF 20,000.–.

Art. 12 Death

a. Entitlement

If the accident causes the death of the insured, the Insurer shall pay the agreed lump-sum death benefit to the beneficiaries in the following order:

1. **Surviving spouse**
   The surviving spouse is entitled to the lump-sum death benefit. If the marriage was contracted after the accident, the spouse's entitlement is subject to the condition that the promise of marriage shall have been published before the accident or that the marriage shall have lasted at least two years before the death of the insured.
2. **Children**
   The deceased's children under 18 or, if they are still studying or in apprenticeship, under 25, are entitled to a lump-sum death benefit in equal shares.
   Children who were dependent on the deceased for their education and maintenance at the time of his death are equated with his own children provided he supported them durably and at no charge. Failing one of the deceased's children, his share shall be paid to his heirs.
3. Other survivors if they cohabited with the insured at the time of his death;
   - To his parents, in equal shares.
   - Failing them, to his brothers and sisters, in equal shares. If a sibling is already dead, his share shall be paid to his heirs. All insurance benefits are payable to the surviving spouse if the insured is survived by both a spouse and children.
   - If the insured has none of the above survivors, the Insurer shall only pay the share of burial costs not covered by another insurer up to 10% of the capital death benefit but not more than CHF 10,000.–.

b. Overlapping benefits

Any disability benefits already paid for the consequences of the same accident (see Article 11 of the General Terms and Conditions) shall be deducted from the death benefits.

c. Fault on the part of a survivor

A beneficiary who deliberately causes the death of the insured forfeits his rights to any benefits. If the insured's death was caused by the gross negligence of a survivor, the cash benefits payable to the latter shall be reduced. In particularly serious cases, they may be refused altogether.

Art. 13 Benefits in the form of a pension for salary exceeding the LAA/UVG limit

a. Disability pension

For the portion of salary exceeding the LAA/UVG salary (excess salary) and in the event of total disability, the Insurer shall pay, according to the agreed coverage, a disability pension of 80% of the insured excess salary. In the case of partial disability, the pension is reduced proportionately. Moreover, except for the provisions on supplemental pensions, the LAA/UVG is applicable. Notwithstanding, the entitlement to a pension ceases when the insured reaches AVS/AHV retirement age. The Insurer reserves the right to redeem disability pensions of less than CHF 200.– per month.

b. Survivor pensions

For the portion of salary exceeding the LAA/UVG salary (excess salary) and in the event of death, the Insurer shall pay, according to the agreed coverage, the following survivor pensions:

- 40% of the insured earnings to the surviving spouse;
- 15% of the insured earnings for children having lost one parent;
- 25% of the insured earnings for children having lost both parents;
- where pensions are payable to several survivors, no more than 70% of the insured earnings in aggregate.

Moreover, except for the provisions concerning supplemental pensions, the LAA/UVG shall apply.

The Insurer reserves the right to redeem survivor pensions of less than CHF 200.– per month.

Art. 14 Adjustment of entitlement to benefits at retirement

The Insurer shall adjust benefits from the first day of the month after the month in which the insured reaches the retirement age set in the Federal Law of 20 December 1946 on Old-age and Survivors' Insurance (LAVS/AHVG), as follows:

a. Treatment costs: as those covered under the collective insurance contract.
b. Disability: the insured sum is limited to maximum CHF 100,000.–. (no progression variant). c. Death: the insured amount is limited to maximum CHF 30,000.–.

Art. 15 Extended coverage supplementing LAA/UVG insurance

1. Where contemplated in the policy, extended coverage supplementing LAA/UVG insurance means that, in addition to the guaranteed benefits under the policy, the Insurer will supplement the cash benefits payable under the LAA/UVG insurance if benefits are reduced because the accident was caused by negligence or hazardous activities.
2. Article 3(2) of these General Terms and Conditions is reserved.
3. The Insurer may at any time redeem, at present value, pension benefits payable under the extended coverage supplementing LAA/UVG insurance. In that case, any claims of the insured in connection with the accident will be fully extinguished.
4. Pension benefits paid under extended coverage supplementing LAA/UVG insurance are not indexed.

Art. 16 Calculation of insured benefits

1. Daily allowances may be set as a fixed amount or they may vary based on insured daily earnings.
2. Disability and death benefits are calculated on the basis of:
   a. the annual insured earnings, or
   b. the capital combination agreed in the policy.
3. Unless otherwise provided in the policy, insured earnings are determined in accordance with accident insurance law both in the case of the LAA/UVG salary and in the case of excess salary (share of total salary exceeding the LAA/UVG salary).
   Unless otherwise stipulated in the policy, the total reference salary is limited to CHF 400,000 per insured per year.

Art. 17 Deduction from civil liability claims

Benefits paid under these General Terms and Conditions shall be deducted from any civil liability claims filed by the insured or his beneficiaries against the policyholder or other members of the company.

C. Premiums

Art. 18 Premium calculation

The premium for the LAA/UVG supplemental insurance is calculated based on the insureds' AVS/AHV salary or agreed salary.
The Federal Law on Accident Insurance (LAA/UVG) and the relevant ordinances are also applicable.

Art. 19 Provisional premium and final premium settlements

1. The policyholder shall pay a provisional premium set at the start of each insurance year (provisional premium) and corresponding as closely as possible to the presumed effective premium.
   If installments were agreed, the installments maturing in the course of the insurance year are due.
   Article 20 of these General Terms and Conditions is reserved.
2. A final premium statement is drawn up at the end of each insurance year or when the contract is cancelled. The policyholder shall complete the form providing the Insurer with the requisite data for the final premium statement and attach a copy of the relevant AVS/AHV statement.
   The total insured amounts shall not exceed the actual cost of damages.
   If the requisite information is not supplied within 30 days of the Insurer's request, the latter shall send the policyholder a formal notice, giving him an additional 14 days from the date of the notice to comply.
   If the formal notice has no effect, the Insurer shall then assess the rate itself, increasing the premium charged the preceding year by a percentage set at its own discretion.
   Additional amounts and refunds are payable within 30 days of receipt of the final premium statement.
   The Insurer may terminate the contract immediately if the policyholder does not send in the form in good time. The Insurer shall notify the policyholder if an additional premium payment is due; additional premiums shall be settled within one month.
   Surplus payments will be credited as a down payment on the provisional premium for the following year or returned to the policyholder at his request.
   The parties waive their rights to claim additional premium payments or surplus payment refunds of less than CHF 20.–.
3. If the additional or excess premium payment is more than CHF 500.–, the Insurer may adapt the provisional premium for the following insurance year accordingly.

Art. 20 Repayment of unutilised premium

1. If the contract is terminated before the end of the insurance year, the Insurer shall reimburse to the policyholder the premium for the remaining portion of the current insurance year and shall not demand any further advance payments.
2. The preceding rule does not apply if the policyholder terminates the contract in the year it was concluded following an insurance claim.
3. The provisions of Article 19 on final premium settlements are reserved.

Art. 21 Adjustment of premium rates

1. The Insurer may adjust premium rates to allow for trends in costs and claims, or if there is a change in the classification of companies in tariff classes and levels pursuant to Article 92(5) LAA/UVG; adjustments shall be effective from the start of the following year.
2. The Insurer shall inform the policyholder of the new contractual terms no later than 25 days before the expiry of the insurance year. The policyholder shall then be entitled to terminate the modified part of the contract for the end of the current insurance year. The notice of termination must be sent by registered letter received on or before 31 December. If the policyholder does not terminate the contract, the adjustments in premium rates shall be deemed accepted.

Art. 22 Notice of default

If the premium or premium instalments are not paid when due, a formal notice shall be sent to the debtor, at his cost, requesting payment within 14 days of the notice and pointing out the consequences of late payment. If premium arrears and costs are not paid within the additional time limit, coverage and the entitlement to benefits shall be suspended thereafter.

D. Surplus-sharing

Art. 23 Calculation of surplus-sharing amounts

1. The terms and conditions of surplus-sharing (periodicity, share of costs and surpluses) are described in the policy.
2. The surplus is calculated by deducting administrative costs and losses for the period from the final premiums for that period.
3. Surplus-sharing payments shall be made as provided in the policy if the policy is still valid when the statement is made. The surplus-sharing statement is drawn up once final premiums and any claims for the period are paid; if there are any pending claims for the period in question, the surplus-sharing statement will be deferred until those claims are settled. Losses, if any, will not be carried forward to the following settlement period.
4. The entitlement to a share of the profit, if any, shall be extinguished if the policy is terminated before the end of the agreed term.

E. Claims

Art. 24 Obligation of the policyholder

The policyholder shall grant the Insurer, or the Insurer's agents, access to the company's books and accounting documentation, and to the documentation sent to the AVS/AHV Compensation Fund, failing which the Insurer reserves the right to suspend all benefits. In the event of a false payroll declaration, the Insurer may suspend benefits from the date of receipt of the false declaration until payment of the corrected premium based on the true declaration. In serious cases, the Insurer may revoke the contract and demand payment of the full premium for the current calendar year.

Art. 25 Obligation to declare

1. The insured must notify the Insurer or his employer promptly and in writing of any accident requiring medical attention or causing an incapacity for work. If the insured dies as a result of the accident, this obligation is incumbent, within 48 hours, upon the survivors of the deceased who are entitled to benefits.
2. The employer must notify the Insurer promptly as soon as he hears that one of his insured employees has had an accident which requires medical attention, causes an incapacity for work or results in the insured's death.

Art. 26 Consequences of belated notification

1. If the insured or his survivors are responsible for an inexcusable delay in notifying the accident, the Insurer may fully or partially reduce any benefits due for the period before the accident was notified; the Insurer may also reduce all benefits by 50% or refuse benefits altogether if the accident declaration is deliberately false.
2. If the employer inexcusably fails to declare the accident, the Insurer may hold him liable for the ensuing financial consequences.

F. Start and end of insurance contract

Art. 27 Duration and termination of insurance contract

1. At the expiry date indicated on the policy, the contract will be tacitly renewed from year to year unless it is terminated with three months' notice before expiry.
2. To be valid, the notice of termination must reach the Insurer or the policyholder, as the case may be, at the latest the day before the start of the three-month notice period.
3. If the contract is concluded for a term of less than one year, it will in any event expire on the specified expiry date.
4. After each claim in respect of which the Insurer is liable for benefits, the policyholder may withdraw from the contract within 14 days of hearing that the benefit was paid. If the policyholder withdraws from the contract, coverage ceases as soon as the Insurer receives the notice of termination.
5. Terminations must be notified by registered letter.

Art. 28 Change in insured risks

a. Aggravated risk

- The policyholder shall promptly notify the Insurer in writing of any significant event (e.g. change in corporate business activities or in the insured's profession) liable to aggravate risks.
- If he fails to do so, the Insurer shall be no longer be bound by the contract.
- Aggravated risks which are duly notified by the policyholder shall be covered by the Insurer. The Insurer may, however, terminate the contract within 14 days of receiving the policyholder's notification. In that case, termination shall be effective with two weeks' notice. Additional premiums, if any, are due from the outset of the aggravation.

b. Take-over of another company

If the policyholder stops his business and starts a similar business within the same year, the insurance coverage shall continue in effect unchanged. The policyholder shall, however, promptly inform the Insurer of the change enabling him to adapt the contract to the new circumstances.

G. Final Provisions

Art. 29 Assignment and pledging of benefits

Insured persons may not assign or pledge their claims against the Insurer without the latter's consent.

Art. 30 Statute of limitations

Claims under the insurance contract become statute-barred within 2 years of the event giving rise to the obligation.

Art. 31 Notices

1. Notices shall be addressed to the Insurer's general administration or to one of its official agencies at the addresses on the list provided by the Insurer.
2. Notices given by the Insurer are valid if they are sent to the last Swiss address communicated to the Insurer by the policyholder or the insured.

Art. 32 Place of performance and jurisdiction

1. Save any special provisions to the contrary, the obligations arising from the contract shall be performed in Switzerland and in Swiss francs.
2. In case of dispute, the policyholder or the beneficiary may choose the jurisdiction of the courts of his place of residence in Switzerland, or of the registered office of the Insurer. If the policyholder or the beneficiary is domiciled abroad, the courts of the registered office of the Insurer have exclusive jurisdiction.